

6690-JJJJ

ALVORD AND ALVORD
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DEC 5 '01 1:01 PM
TS
SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 4, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Amtrak Trust 2001-L-B

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien, dated December 5, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed documents are:

Secured Party:	Federal Railroad Administration 400 Seventh Street S.W. Washington, D.C. 20590
Lessee:	National Railroad Passenger Corporation 60 Massachusetts Avenue NE Washington, DC 20002
Owner Trustee:	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19801

Mr. Vernon A. Williams
December 4, 2001
Page Two

A description of the railroad equipment covered by the enclosed document is:

Sixteen (16) General Electric P42-DC Single Model Diesel Locomotives AMTK 192 through AMTK 207, inclusive.

A short summary of the document to appear in the index follows:

Termination and Release of Lien by the FRA .

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

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RECEIVED NO. 6690-JJJJ
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TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST 2001-L-B)

DEC 5 '01

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SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2001-L-B) dated as of December 5, 2001 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "*Owner Trustee*").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, pursuant to that certain Participation Agreement (Amtrak Trust 2001-L-B) dated as of September 15, 2001, among Amtrak, Fleet National Bank, "*Owner Participant*", the Loan Participants named therein, Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Owner Trustee and Allfirst Bank, not in its individual capacity but solely as Indenture Trustee "*Indenture Trustee*", (as amended, supplemented or otherwise modified from time to time, the "*Participation Agreement*"), Amtrak will sell the units of rolling stock identified on Schedule I hereto (together with any replacements and substitutes therefor, the "*Equipment*") to Owner Trustee and will leaseback such Equipment pursuant to that certain Lease of Railroad Equipment (Amtrak Trust 2001-L-B) dated as of September 15, 2001, between Amtrak and Owner Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, Owner Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. All right, title and interest of the Administrator in and to the Equipment is hereby terminated and released.
2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) he has full authority to terminate and release all of its right, title and interest in and to the Equipment.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Owner Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Owner Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: *S. Hank Lindsey*
Name: *S. Hank Lindsey*
Title: *Acting Deputy Administrator*

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name: Dale M. Stein
Title: Treasurer

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Dale M. Stein
Name: Dale M. Stein
Title: Treasurer

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

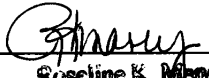
FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

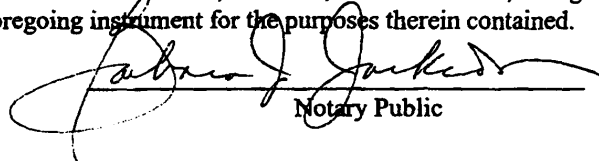
By: _____
Name: Dale M. Stein
Title: Treasurer

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By:  _____
Name: Roseline K. Minney
Title: Assistant Vice President

DISTRICT OF COLUMBIA)
) SS.:
)

On this 4th day of December, 2001, before me personally appeared S. Mark Lindsey, to me personally known, who being by me duly sworn, says that he/she is the Acting Deputy Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.


Notary Public

My Commission Expires: 11/14/04

DISTRICT OF COLUMBIA)
) SS.:
)

On this 3rd day of December, 2001, before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he is Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

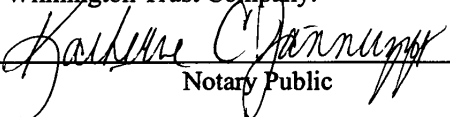
Carla A. Jones
Notary Public

Carla A. Jones
Notary Public, District of Columbia
My Commission Expires 04-30-2006

My Commission Expires: _____

STATE OF DELAWARE)
) SS.:
COUNTY OF NEWCASTLE)

On this _____ day of December, 2001, before me personally appeared
ROSELINE K. MANEY, to me personally known, who being by me duly
sworn, says that he/she is the **Assistant Vice President** of WILMINGTON
TRUST COMPANY, that said instrument was signed on behalf of said Delaware banking
corporation by authority of its Board of Directors, and he/she acknowledges that the execution of
the foregoing instrument was the free act and deed of Wilmington Trust Company.



Notary Public

KATHERINE C. JANNUZZIO
NOTARY PUBLIC-DELAWARE
My Commission Expires May 24, 2004

My Commission Expires: _____

SCHEDULE I

DESCRIPTION OF EQUIPMENT - LOCOMOTIVES

AMTRAK TRUST 2001-L-B

<u>Equipment Type¹</u>	<u>Amtrak Equipment Numbers</u>
Sixteen (16) General Electric P42-DC Single Mode Diesel Locomotives	AMTK 192 through AMTK 207, inclusive

¹ The following passenger rail equipment has been delivered and accepted under the Purchase Agreement (as defined in the Participation Agreement).

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

12/05/01



Robert W. Alvord